

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 18		
2. AMENDMENT/MODIFICATION NO. <b>001</b>		3. EFFECTIVE DATE <b>8/3/2006</b>		4. REQUISITION/PURCHASE REQ. NO. <b>72802</b>		5. PROJECT NO. (If applicable) <b>NA</b>	
6. ISSUED BY U.S. Department of Energy Western Area Power Administration ATTN: Paul A. Hendree (N1102) 114 Parkshore Drive Folsom, CA 95630		CODE <b>N1102</b>		7. ADMINISTERED BY (If other than Item 6)  Same as box 6.		CODE <b>N1102</b>	

8. NAME AND ADDRESS CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. <b>DE-RQ65-06WN72802</b>
		X	9B. DATED (SEE ITEM 11) <b>7/10/2006</b>
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return    copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2 through 8

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Paul A. Hendree</b>	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

This solicitation is hereby amended as follows:

1. "Supplies/Services" section of the solicitation, page 2, is hereby replaced in its entirety to read:

Decontamination of soils and structures at 1 LS (Ceiling Price) \_\_\_\_\_  
Tracy Maintenance Facility in accordance  
with Statement Of Work dated 8/3/2006  
including certificates of recycle/disposal.  
Not to exceed the Ceiling Price without  
prior approval from the Contracting Officer.

Contractors shall list all applicable labor  
categories and corresponding rates in the  
spaces provided below:

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Delivery: See Statement of Work

2. Clause 52.232-7 is hereby incorporated into this solicitation and reads as follows:

**52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)**

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) "Hourly rate."

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. The Contracting Officer may require a withhold of 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work

on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) "Materials and subcontracts."

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)

(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) "Total cost." It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform

the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) "Ceiling price." The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) "Audit." At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) "Assignment." The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the

date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) "Refunds." The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) "Interim payments."

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of Clause)

3. Clause 52.243-3 is hereby incorporated into this solicitation and reads as follows:

**52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of Clause)

4. Clause 52.245-4 is hereby incorporated into this solicitation and reads as follows:

**52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)**

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government- furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government- furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

5. Clause 52.246-6 is hereby incorporated into this solicitation and reads as follows:

**52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)**

(a) "Definitions." As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

6. Clauses 52.222-41, "Service Contract Act of 1965 (July 2005)" and 52.222-42, "Statement of Equivalent Rates for Federal Hires (May 1989)" appearing on page 20 of the solicitation are hereby checked and incorporated into this solicitation.

7. All previous versions of ATTACHMENT 1 "Statement of Work" are hereby replaced with ATTACHMENT 1 Statement of Work, dated 8/3/06 attached.

8. Questions and answers resulting from the site visit are as follows:

(a) Question: Is this a prevailing wage job?

Answer: The Service Contract Act of 1965 applies to work awarded from this solicitation. Department of Labor Wage Determination No. 94-2051 REV (28) apply.

(b) Question: Does the solicitation include an environmental technician and equipment operator? Were these listed in the solicitation?

Answer: Contractors are responsible for selecting the appropriate personnel categories for this effort. Contractors shall list the quoted labor categories and corresponding rates in the "Supplies/Services" section of the solicitation (see paragraph 1 above).

(c) Question: Was bonding included in the solicitation?

Answer: Performance bonds or payment bonds are not required for this effort.

9. The solicitation "Offer Due Date" appearing in box 8 of the Standard Form 1449 is hereby extended to **August 9, 4:00 PM Pacific Time.**

\*\*\*\*\*END OF

SECTION\*\*\*\*\*



ATTACHMENT 1 (Rev 4)  
STATEMENT OF WORK (SOW)  
OIL CLEAN UP  
at  
TRACY SUBSTATION  
August 3, 2006

**A. Location of Work:**

Tracy Substation  
16800 Kelso Road  
Byron, CA 94614

**B. Location Access:**

All material is located at the Tracy Substation. Access is via paved roads with substation surface road bed gravel. Access to the substation will be determined through discussions with the on-site government representative. Typically, access is between the hours of 0730-1630, Monday through Friday (except Federal government holidays).

**C. Working Environment:**

All work specified in this SOW shall be performed in an energized, high voltage (230,000 volts/230kV) electrical transmission substation. A barrier or work perimeter shall be established to ensure that the contractor maintains a safe minimum approach distance from all energized equipment while working in the substation. At all times, the contractor shall maintain a safe working distance from all conductors and energized parts. These distances are defined in **29 CFR 1910.333(c)(3)(i) (Working on or near exposed energized parts) for unqualified persons**. All work performed by the contractor will be done on equipment that is in a de-energized state. The Contractor will be issued an Authorization to Work Form by the Government Point of Contact if there is an indication that the work being performed could have any impact on the reliability of the system. If there is need for a clearance or outage during this work effort, a Special Work Permit will be initiated by a qualified Western electrical worker so that work can be accomplished on de-energized equipment. This effort will be coordinated and executed within the appropriate time frame by a qualified Western electrical worker. Minimum approach distance to 230 kilovolt (230 kV) energized electrical equipment by non-electrical workers is 13 feet. Contractor will comply with all applicable safety regulations; if there is a conflict between requirements of various safety codes, the more stringent requirements shall prevail.

When working more than four feet above the ground, the contractor shall perform tasks required by this SOW using an aerial man lift or properly secured portable non-

conductive ladder. At no time will climbing on towers or structures be allowed. The Contractor shall take precautions when performing work at elevated locations utilizing proper fall protection and fall arrest principles. When working from an aerial device, bucket or platform, safety precautions to include appropriate fall protection will be utilized. Fall arresting systems shall incorporate full body harness in conjunction with shock absorbing or retractable lanyards. Lanyards shall be equipped with double locking snaphooks or carabineers. All lifts in transit with the structure lowered shall maintain the appropriate safe minimum approach distance from energized equipment per **29 CFR 1910.333(c)(3)(iii)**. When the lift is stationary, in a work position, the lift shall be grounded, bonded, as appropriate.

The contractor shall utilize the appropriate personal protective equipment necessary for the job to include but not limited to hard hats, gloves, steel-toed safety boots, and safety glasses. In addition, appropriate attire for the work being performed will be worn while working in the Western substation. Material Safety Data Sheet (MSDS) for any products utilized will be made available.

#### **D. Employee Training and Equipment Damage Liability:**

All on-site contract personnel shall be trained and knowledgeable of the tasks and equipment necessary to accomplish the job. In addition, all on-site contract personnel shall be trained and knowledgeable pursuant to 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response, or CAL OSHA equivalent, as applicable. Documentation of training is required prior to start of work.

The Contractor is responsible for their employees and any damage to Western's equipment. Further clean-up and disposal of any leaks/spills resulting from government owned material or contractor owned/operated materials/equipment caused by the contractor shall also be the responsibility of the contractor.

#### **E. Work to be Accomplished:**

The contractor shall provide all material, equipment, and labor required to perform the following tasks:

- 1) Clean soot and oil residue from structures/lattice. This task shall be accomplished by hand using a dilute solution of P2 and water, rags, and abrasive pads. Top of structures to be cleaned are between grade level and 40 feet. The Contractor shall provide man lift(s) as needed to perform this task. Six existing concrete foundations in the clean up area shall be sprayed with P2 Gold Crew cleaning solution and wiped down. The foundations shall not be removed. P2 Gold Crew degreasing agent is manufactured by:

Environmental Chemical Solutions  
P.O. Box 2029

Gig Harbor, WA 98335  
Tel: 253-853-1330 Fax: 253-853-1340  
[www.ecschem.com](http://www.ecschem.com)

2) Remove, containerize and properly recycle/dispose of the material listed below (Contractor shall arrange for 20 cubic yard roll-off bins adequate for accumulation and disposal of oil contaminated debris generated during tasks required by this SOW):

- ◆ Approximately 225 cubic yards of oil contaminated rock road base, soil, and clay liner. Road base surface outside this area of highest contamination, but within white painted lines, will be removed and replaced to a depth of approximately three inches.

3) Collect and submit confirmatory samples for total petroleum hydrocarbons (TPH) oil and grease IAW EPA protocols to confirm TPH levels are below 100 ppm in excavated areas. A maximum of ten confirmatory samples will be collected from excavated area and analyzed for total petroleum hydrocarbon (TPH) oil and grease.

4) Replace clay liner. The Contractor shall procure, haul, place, spread, and compact the clay liner (50% passing No. 200 sieve). The Government representative will approve replacement liner prior to procurement. All compaction shall be in accordance with Western Area Power Administration Construction Standard 2, SITEWORK, July 2005).

5) Replace road bed rock surfacing. The Contractor shall procure, haul, place and spread 3/4 inch class II AB road base to replace removed material. The Government representative will provide guidance for and approve replacement rock prior to procurement.

6) Railroad ties anchoring plastic visqueen covering the area of contamination will be palletized by contract personnel. Government will furnish pallets and move palletized ties. Sand bags anchoring the plastic visqueen shall be removed by the contractor to the sand pile adjacent to the work area. Contractor personnel shall relocate the sand pile (estimated at 2 cubic yards) to an area east of the electrician's shop. This area will be specified by the on-site government point of contact.

#### **F. Removal/Transportation/Disposal/Recycling:**

**As safety and proximity of electrical equipment dictate, removal of rock and soil may be required to be performed by hand. Mechanical equipment will be allowed in the work area only after approval by the on site government representative.**

This is necessary because of the shallow depth of the ground mat below grade within the substation and the proximity of high voltage energized electrical equipment. Any disturbance or damage associated with the substation ground mat grid will be brought to the attention of the Government Point of Contact and addressed by qualified Western personnel.

The contractor shall ensure all items/material are removed and recycled/disposed of in accordance with local, State, and Federal laws/regulations.

Western will require the Contractor reclaim/recycle as much of the material as possible. Certificates of complete recycle/disposal are required.

The Contractor shall provide all labor, material, and equipment necessary to remove, pack, load, secure, and transport debris and wastes in accordance with the U.S. Environmental Protection Agency and the U.S. Department of Transportation regulations.

#### **F. Contract Completion Date:**

Work shall be completed no later than August 25, 2006 for task No. 1 listed above. For tasks 2-5, work shall be completed no later than September 1, 2006. Hazardous/non-hazardous waste manifests and/or certificates of disposal will be provided to the government not later than 30 days after disposal by the final treatment, storage or disposal facility (TSDF).

#### **G. Additional Information:**

The metering unit that failed/exploded contained 200 gallons of non-PCB (<1 ppm) insulating oil. Soil and equipment is contaminated with dielectric oil that has been tested for PCBs. Results of testing indicated that PCBs are at or below 1 ppm. Analytical data shall be provided to the Contractor once on-site.

#### **H. Government Point of Contact:**

Mr. George W. McAlister  
Power System Maintenance Specialist  
Elverta Maintenance Facility  
7940 Sorento Road  
Elverta, CA 95626  
916-353-4548 (cell 916-804-9720)  
[mcalister@wapa.gov](mailto:mcalister@wapa.gov)

## **I. Site Visit:**

### **I. Site Visit**

A site visit is scheduled for July 21, 2006 at 10 AM Pacific Time. Contractors interested in attending the site visit shall notify Mr. McAlister in advance.